

BY-LAWS OF QUEEN'S COURT TOWNHOUSE ASSOCIATION, INC.

ADOPTED OCTOBER 17, 1974

(retyped 6/20/86)

ARTICLE I - DEFINITIONS

Section 1 - The words "said property" as used in these By-Laws shall be deemed to mean real property situated in the County of Harris, State of Texas,

Being the Queen's Court Townhouses in Nassau Bay which is that tract of land out of Houston Orchard Company's Webster Farms, commonly referred to as the Raymond Pearson 1776 Ranch, Sarah Deel League, Abstract-13.

Section 2 - The words "building site" where ever used in these By-Laws shall be deemed to mean a building site as defined in any decaration of conditions, covenants, restrictions, easements, reservations or charges affecting the portion of said property in which the building site is located.

ARTICLE II - FUNCTIONS OF THE CORPORATION

Section 1 - The purpose for which the Queen's Court Townhouse Association, Inc., is formed is to provide maintenance services for the homeowners of the Queen's Court Townhouses in the City of Nassau Bay. The corporation, acting through its Board of Trustees, shall perform the following functions, and exercise of such functions shall be deemed to be within the scope of the activities contemplated by the corporate charter.

(a) The corporation shall provide the services required to keep all areas within the MAINTENANCE EASEMENT and all property owned or held by the corporation neat, functional, and in good order.

(b) The corporation shall provide the services required to care for the exterior of townhouses as necessary to keep them neat and in good repair and to prevent the townhouses or attachments thereto from becoming unsightly or unfit for occupancy. The corporation may make charges for such work performed.

(c) The corporation may care for vacant, unimproved and unkempt lots in said Queen's Court, remove and destroy grass, weeds and rodents therefrom, and any unsightly and obnoxious thing therefrom and care for improved lots that may become unsightly, and do any other things, and perform any labor necessary or desirable in the judgment of this corporation to keep Queen's Court neat and in good order. The corporation may make charges for such work performed.

(d) The corporation may enforce charges, restrictions, conditions and covenants existing upon and created for the benefit of said property over which this corporation has jurisdiction; the corporation may pay all expenses incidental thereto; the corporation may enforce the decisions and rulings of this corporation having jurisdiction over any of said property;
(d continued on page 2)

(d completed) the corporation may pay all of the expenses in connection therewith; and may reimburse any declarant under any declaration of conditions, covenants, restrictions, assessments, or charges affecting said property, or any part thereof, for all costs and expenses incurred or paid by it in connection with the enforcement, or attempted enforcement, of any of the conditions, covenants, restrictions, charges, assessments or terms set forth in any declaration.

(e) The corporation may perform any and all lawful things and acts which this corporation at any time, and from time to time, shall, in its discretion, deem to be the best interest of said property and the owners of the building sites thereon, and shall pay all costs and expenses in connection therewith.

(f) Any powers and duties exercised by said corporation relating to maintenance, operation, construction or reconstruction of any facility provided for herein may be contracted for with Tanglebriar Security Corp. or Nassau Bay Homes Association, Inc., or other qualified contractor agent.

(g) The corporation may provide for garbage and rubbish collection and disposal, if the Trustees deem it advisable.

(h) The corporation may provide police protection for the property, if the Trustees deem it advisable.

(i) The corporation may provide street lighting at such places as the Trustees deem advisable.

(j) The corporation may acquire by gift, purchase, or otherwise own, hold, enjoy, lease, operate, maintain, and convey, sell, lease, transfer, mortgage, or otherwise encumber, dedicate for public use, or otherwise dispose of, real or personal property in connection with the business of this corporation.

(k) The corporation may assess and collect taxes on property submitted to the jurisdiction of this corporation and shall be restricted in such functions as provided in the agreement under which such property is submitted.

(l) It may expend the moneys collected by this corporation from assessments or charges and other sums received by this corporation for the payment and discharge of all proper costs, expenses and obligation incurred by this corporation in carrying out any or all of the purposes for which this corporation is formed.

(m) The corporation may borrow money for the purpose of carrying out the corporate affairs, if the Trustees deem such advisable. The total borrowed shall not exceed \$100.00 per mil-paying unit.

Section 2 - The activities of the corporation shall be limited to the area known as Queen's Court, in the City of Nassau Bay, Texas, and to such other areas which may hereinafter through the operation of conditions, covenants, restrictions, easements, reservations or charges pertaining to the same be placed under or submitted to the jurisdiction of this corporation and be accepted as within the jurisdiction of this corporation by resolution of the Board of Trustees of this corporation.

ARTICLE III - MEMBERSHIP

The membership of this corporation shall be owners of the said property. Membership is conveyed to each new owner with the property deed. Each mil-paying unit is entitled to one vote, which is to be cast by the owner of record or his designated representative. The Board of Trustees must be notified in writing of reassigned voting rights no later than December 31st of each year.

ARTICLE IV - ELECTION OF TRUSTEES

Section 1 - There shall be five (5) Trustees (named in the Charter as directors) elected to serve two-year terms by the membership in an annual election. All Trustee positions shall be filled by members of the corporation, with a majority to be resident homeowners. The terms of service shall be staggered so that three positions are filled one year and two positions are filled the following year.

Section 2 - Voting in the election of Trustees will be conducted during January and end on January 31st each year. The Board shall notify the membership of the list of candidates at least 10 days prior to the end of voting and shall provide mail-in ballots to the owners of record. Candidates must file their notice of candidacy in writing with the President of the Corporation no later than 30 days prior to the end of voting. Ballots will be opened and counted at the February meeting of the Board of Trustees, and newly elected Trustees will assume office on March 1st.

Section 3 - When a vacancy occurs on the Board of Trustees, the remaining Trustees shall appoint a member of the corporation to fill that vacancy; however, the majority of the Board shall remain resident homeowners. No appointed Trustee may serve past the following annual election unless elected by the membership in the annual election.

ARTICLE V - DUTIES OF TRUSTEES

Section 1 - It shall be the duty of the Board of Trustees:

(a) To supervise all officers, agents and employees of this corporation, and see that their duties are properly performed.

(b) To cause to be kept a complete record of all of their minutes and acts, and of the proceedings of the members and present a full statement at the regular annual meeting of the members, showing in detail the assets and liabilities of this corporation, and generally the condition of its affairs. A similar statement shall be presented at any other meeting of the members when required by members who have the right to vote at least one-third of all the votes of the entire membership.

ARTICLE VI - MEETINGS OF TRUSTEES

Section 1 - Regular meetings of the Board of Trustees shall be held monthly during reasonable non-business hours at the Queen's Court Clubhouse. The time and date of meetings shall be announced to the membership at least one week in advance of the meeting, and all meetings shall provide time for participation by homeowners or their designated representatives.

Section 2 - A special meeting of the Board of Trustees shall be held when called by the President, the Vice President, or Secretary or Treasurer, or upon the written request of any two Trustees. Written notice of each special meeting of the Board of Trustees shall be delivered personally to the Trustees, or given or sent to each Trustee, at least three days before the time for holding said meeting, by letter, postage thereon fully prepaid addressed to the Trustee. Each Trustee shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address.

Section 3 - The transactions of any meeting of the Board of Trustees, however called and noticed, or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum be present, and if either before or after the meeting each of the Trustees not present sign a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

Section 4 - Every act, or decision, done or made by a majority of the Trustees present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Trustees. In the absence of a quorum, the majority of the Trustees present may adjourn until the time fixed for the next regular meeting of the Board.

ARTICLE VII - OFFICERS

Section 1 - The officers of this corporation shall be a President, Vice-President, a Secretary, a Treasurer, and other such officers as the Board of Trustees may create by resolution. The President and Vice-President shall be resident homeowners.

Section 2 - The officers of this corporation shall be chosen annually by the Board of Trustees and each shall hold the office until he resigns, is removed, or otherwise disqualified to serve. The selection of officers shall be made at the March meeting of the Board of Trustees.

Section 3 - The Board of Trustees may appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Trustees may, from time to time, determine.

Section 4 - Any officer may be removed from office either with or without cause by a majority of the Trustees at any time in office at any annual, regular or special meeting of the Board. Any officer may resign at any time by giving a written notice to the Board of Trustees, or to the President, or the Secretary of the corporation.

(Section 4 continued) Any such resignations shall take effect at the date of the receipt of such notice, or at any later time specified therein, and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

Section 5 - A vacancy in any office because of death, resignation, removal, disqualification, or other cause shall be filled at a regular meeting of the Board in the manner prescribed in the By-Laws for regular appointment to such office.

Section 6 - The offices of Secretary or Assistant Secretary, and Treasurer may be held by the same person.

ARTICLE VIII - PRESIDENT

Section 1 - The Board of Trustees shall at their regular March meeting elect a President and shall also at said meeting elect a Vice-President.

Section 2 - If at any time the President shall be unable to act, the Vice-President shall take his place and perform his duties. If the Vice-President, for any cause, shall be unable to act the Board of Trustees shall appoint some resident homeowner member of the Board to act, in whom shall be vested for the time being all the duties and functions of the President.

Section 3 - The President, or the Vice-President, or in the absence or inability of the President and Vice-President to act, the Trustee appointed as above provided:

(a) Shall sign as President all deeds, contracts and other instruments in writing which have been first approved by the Board of Trustees.

(b) Shall call the Trustees together whenever he deems it necessary and shall have, subject to the advice of the Board of Trustees, general supervision, direction and control of the business affairs of the corporation, generally shall discharge such other duties as may be required of him by the Board of Trustees.

ARTICLE IX - VICE-PRESIDENT

Section 1 - All duties and powers required by law, or by these By-Laws of, and all powers conferred by law or these By-Laws upon the the President shall, in his absence, inability or refusal to act be performed by the Vice-President.

ARTICLE X - SECRETARY AND ASSISTANT SECRETARY

Section 1 - The board of Trustees shall elect a Secretary, and it shall be the duty of the Secretary:

(a) To keep a record of all meetings and proceedings of the Board of Trustees, and of the members.

(b) To keep the corporation seal of the corporation, and to affix it on all papers requiring the seal of the corporation.

(c) To service notices of meetings of the Board of Trustees and the members required either by law or by the By-Laws of this corporation.

(d) To keep appropriate records showing the members of the corporation together with their addresses as furnished him by such members.

Section 2 - The Board of Trustees may appoint an Assistant Secretary who, in case of absence, inability or refusal to act of the Secretary, shall perform the duties of the Secretary.

Section 3 - The Assistant Secretary shall also perform such other duties as may be required by him by the Board of Trustees.

ARTICLE XI - TREASURER

Section 1 - The Treasurer shall receive and deposit in such bank or banks as the Board of Trustees may, from time to time, direct, all of the funds of the corporation, which funds shall be withdrawn by such officer or officers as the Board of Trustees shall, from time to time designate. The Treasurer shall maintain adequate financial records for the corporation and submit them to the Trustees at each regular meeting or any special meeting called for such purpose.

ARTICLE XII - CONTROL OF FUNDS

The Board of Trustees shall establish a method by which the signatures of two of the three following officers (President, Vice-President, and Treasurer) are required for the withdrawal or expenditure of corporate funds. The Board shall also establish a petty cash fund not subject to the aforementioned control, and establish procedures for its use.

ARTICLE XIII - BOOKS AND PAPERS

Section 1 - The books, records and such papers as may be placed on file by the vote of the members or the Board of Trustees shall at all times, during reasonable hours, be subject to the inspection of any member.

ARTICLE XIV - CORPORATE SEAL

Section 1 - This corporation shall have a seal in circular form having within its circumference the words -

QUEEN'S COURT TOWNHOUSE ASSOCIATION, INC.

Harris County, Texas

ARTICLE XV - REVISION OF BY-LAWS

By-Laws may be adopted, amended, or repealed:

(a) By the Board of Trustees, subject to the approval of the majority of the membership at a meeting called for that purpose. The membership shall be notified in writing of the place, date, and time of such meetings at least 10 days prior to the meeting being held.

(b) By the vote or written assent of a two-thirds majority of the members entitled to vote at a meeting duly called for such purpose. The membership shall be notified in writing of the place, date, and time of such meetings at least 10 days prior to the meeting being held.

ARTICLE XVI - MEETING OF MEMBERS

There shall be an annual meeting of the members of this Association during November of each year. The Board of Trustees will notify all members of the place, date, and time of this meeting at least 10 days prior to its being held. The President of the Association will preside and the subjects to be covered shall include at the least the following:

(a) Annual report to the membership by the Board of Trustees.

(b) Budget and plans for the coming year.

**AMENDED
RESERVATIONS, RESTRICTIONS,
COVENANTS AND CONDITIONS**

THE STATE OF TEXAS

COUNTY OF HARRIS

WHEREAS, the then Owners of the hereinafter described Property ("Property") did execute and subject the Property to certain Reservations, Restrictions, Covenants and Conditions ("RRCC") which were filed in the Deed Records of Harris County, Texas, under Clerk's File No. K596124; and

WHEREAS, the Property is fully described in Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, the current Owners of the Property, at a meeting conducted on November ____, 2004, met to discuss amendments to the RRCC; and

WHEREAS, the RRCC require a vote of seventy percent (70%) of the Owners to amend the RRCC; and

WHEREAS, the Owners voted in favor of amending the RRCC by a vote of seven (7) yes, zero (0) no, and three (3) abstentions; and

WHEREAS, the vote met the requirements of the RRCC to modify and amend the RRCC; and

WHEREAS, the amended RRCC shall replace and supersede the RRCC's referred to hereinabove.

NOW THEREFORE, know all men by these presents, the Owners have adopted the hereinafter stated Reservations, Restrictions, Covenants and Conditions which shall run with the Property as follows:

ARTICLE I

DEFINITIONS

- A. Association shall mean and refer to QUEEN'S COURT TOWNHOUSE ASSOCIATION, INC.
- B. Lot shall mean those lots or parcels of land described herein.
- C. Owner shall mean and refer to the record owner whether one or more persons or

- entities, of the fee simple title to any Lot described herein.
- D. Member shall mean and refer to those persons entitled to membership as provided in this Declaration.
- E. Common Area shall mean the areas and property owned by the Association.

ARTICLE II

TERM & ENFORCEMENT OF RESTRICTIONS

- A. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifteen (15) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy percent (70%) of the then Owners of the lots has been recorded agreeing to terminate such restrictions, provided however, that such covenants may at any time be changed or amended in whole or in part by an agreement evidenced by the execution and record in the Real Property Records of Harris County, Texas, of an instrument signed by fifty-one percent (51%) of the then Owners of the lots subject to the restrictions, covenants and conditions imposed herein.
- B. The restrictions herein set forth shall be binding upon the undersigned Lot Owners, their respective successor and assigns and all parties claiming by, through or under them and all subsequent Lot Owners, each of whom shall be obligated and bound to observe such reservation, restrictions, covenants, and conditions, provided, however, that no such person or corporation shall be liable except in respect to breaches committed during its, his or their ownership of said Property. The violation of any such restriction, covenants or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against Property, or any part thereof, but such liens may be enforced against any and all Property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein mentioned. Invalidation of any of these covenants by judgment or court order will in no wise affect any of the other provisions which shall remain in full force and effect. The Association shall have the right to enforce observance and performance of the reservations, restrictions, covenants and conditions set forth herein and, in order to prevent a breach or to enforce the observance of

performance of same, shall have the right in addition to all legal remedies, to an injunction either prohibitive or mandatory. The Owner of any Lot or Lots or tract of land affected shall have the right either to prevent a breach of any such reservation, restriction, covenant or condition or to enforce the performance of same.

- C. The Association shall remain a successor to the rights of Tanglebriar Security Corporation as set out in the restrictions filed in the Deed Records of Harris County, Texas under Clerk's File No. C428919, Film Code No. 065-37-0770 through 065-37-0805 but not limited to the right and authority to act as the Architectural Committee as set out therein.

ARTICLE III

MAINTENANCE CHARGES

- A. The above property shall be subject to an annual maintenance charge of eleven cents (11) per square foot of Lot area. For purposes of equalization for odd shaped lots with surrounding and other Lots, and to eliminate other inequities, the applicable maintenance charge shall be assessed on a minimum Lot area of 2500 square feet and a maximum of 5000 square feet. Any Lot containing an area in excess of 2499, but less than 5001 square feet, shall be assessed and charged on the basis of the actual square footage contained in each lot as per the Harris County Appraisal District tax records.
- B. This maintenance charge is to be paid to the Association annually, in advance, on January 1st of each year after the date of the sale of each Lot. The maintenance charge for the current year of the sale of each Lot will start on the date of such sale, and the prorated portion for the remainder of that year will be due and payable on such date of sale. Any assessment not paid within thirty (30) days after the due date shall be charged interest at the rate of twelve percent (12 %) per annum. A penalty for late payment shall be fixed by the Association Board of Directors from year to year and may be charged on any delinquent payments.
- C. Such annual maintenance charge may be adjusted by fifty-one percent (51%) of the Owners from year to year to meet the annual requirements. The Association shall use funds so collected from the Owners of the Property, in conjunction with funds which may be collected from property owners in other sections of Queen's Court

and adjoining property which may contribute to maintenance, so far as it may deem sufficient, in its judgment, for the payment of (1) owning and providing recreational facilities, swimming pool, and club (2) maintaining and caring for Common Areas (3) enforcing these restrictions and (4) doing any other things necessary or desirable, in the opinion of the Association, to maintain or improve the Common Area. Use of the funds shall exclude, but not be limited to, (1) maintaining enclosed patios, planter boxes, and atriums, (2) maintaining boundary and private fencing, screened areas and flower beds, and (3) maintaining exteriors and roofs of all town houses. The use of the maintenance charge money for any of these purposes is permissive and not mandatory, and the decision of the Association shall be final, so long as made in good faith.

- D. These annual maintenance charges shall continue for such period as these restrictions are in effect, or until such time as the maintenance fund charges may be changed in whole or in part as provided in Article III, Paragraph C.
- E. In addition to the annual maintenance charge authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only for the purpose of defraying in whole or in part any extra ordinary expense provided that such assessment shall have the assent of fifty-one (51%) of the votes of Lot Owners. The Association shall fix the due date or dates and interest and penalties will be charged on the late payments as provided in Article III, Paragraph B.
- F. The regular and special assessments, together with interest, penalty cost and reasonable attorney's fees, shall be a charge on the Lots and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, penalty, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment became due. The Association may bring an action at law for payment of past due maintenance fees or special assessments against the Owner personally obligated to pay the same, or foreclose the lien against the Property.
- G. The lien for the assessments provided for herein shall be subordinate to the lien of any purchase money or improvement mortgages. Sale or transfer of any Lot shall

not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments which thereafter became due or from the lien therefore.

ARTICLE IV

MEMBERSHIPS AND VOTING RIGHTS IN QUEEN'S COURT TOWNHOUSE ASSOCIATION, INC.

- A. Every Owner of a Lot which is subject to assessment shall be a member of QUEEN'S COURT TOWNHOUSE ASSOCIATION, INC. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V

USE OF LAND

- A. All of the above tracts of land affected by these restrictions shall be used for single family residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, commercial and professional uses, and to exclude any development operations or drilling for oil, gas or other minerals or any refining or quarrying or mining, or placing or maintaining on the premises of any tanks, wells, shafts, mineral excavations, derricks or structures of any kind incident to any oil, gas or other mineral operations; and any such usage of this property is hereby expressly prohibited.
- B. No animals, livestock or poultry of any kind shall be bred, raised or kept on any of the above described property, except that dogs, cats and other household pets may be kept so long as they are not kept for commercial purposes and in numbers not to exceed a total of three (3).
- C. No trade or business other than as specified above and no noxious, dangerous or offensive activity shall be carried on upon any of the Lots nor shall anything be done

thereon which may become an annoyance or nuisance to the neighborhood.

- D. No trailer, tent, shack, garage, barn or other outbuildings shall be erected or used as a residence or any purpose except as provided herein. No temporary building shall be erected or maintained on any of the property except that during the construction of any permanent structure or building it shall be permitted to erect and maintain temporary buildings necessary with such construction.
- E. No stumps, trees, underbrush or any refuse of any kind nor scrap material from the improvements being erected on any lot shall be placed on any adjoining Lots or parcel of land. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the properties which might create a hazard to property or persons on any Lot or adjacent lot, shall be promptly removed or repaired, and if not removed by Owners. Grass and weeds shall be kept mowed to prevent unsightly appearances. Dead, diseased or damaged trees which might create a hazard to property or persons on any lot or adjacent lot, shall be promptly removed or repaired and if not removed by Owners, then the Association may remove such trees and shall not be liable for damage done in such removal. Vacant Lots shall not be used as dumping ground for rubbish, trash, rubble or extra soil. Trash shall not be burned, but shall be hauled away.
- F. No Lot or parcel of land shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for storage of such material shall be kept in a clean and sanitary condition.
- G. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot or parcel of land, nor shall oil wells, mineral excavations or shafts be permitted upon any of the above tracts of land, nor shall any derrick, or other structure designed for use in boring for oil or natural gas be erected, maintained or permitted.
- H. No sign of any kind shall be displayed to the public view on any residential lot, except two signs of not more than five (5) square feet area, advertising property for

sale or lease.

- I. No boat(s), commercial truck(s), buses, trailer(s), or house trailer(s) or junk of any kind or character, or any accessories, parts or objects to be used therewith shall be kept, maintained or permitted to park on any of the walks, streets, alleys or grounds of the above described property except that a small boat may be kept within the carport or garage of each dwelling unit.
- J. No privy, cesspool, septic tank, or disposal plant shall be erected or maintained on any part of this property.
- K. No excavation, except such as is necessary for the construction of improvements shall be permitted nor shall any wells or holes of any kind be dug on this Property without the written consent of the Association.
- L. Violations of any restrictions, conditions or covenant herein shall give the Association the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed trespass.
- M. No type of television antenna except as allowed by law shall be erected on the outside of any residence or above the roof of said residential structure, nor shall outside clothes lines or poles be permitted, nor shall any appurtenances of any kind be added to the structure of grounds that increase the maintenance of said residence or that in the judgment of the Architectural Committee adversely affect the over-all design of the unit or the maintenance thereof.

ARTICLE VI

ARCHITECTURAL RESTRICTIONS

- A. No improvements or signs of any character shall be erected, or the erection thereof Begun, or changes made in the exterior design thereof after the original construction until plans and specifications have been submitted to and approved in writing as to the conformity and harmony of the exterior design with existing or proposed structures by the architectural committee as hereinafter constituted. Such approval is to include exterior design, the type of material to be used and the colors to be applied in the exterior of the structure, and such approval is to be based on the following general requirements, stipulations and restrictions:

1. The exterior walls of all buildings shall be of 31% brick, brick veneer, stone, stone veneer, concrete or other masonry type of construction or comparable material including metal and glass; however, other masonry construction does not include asbestos shingles or similar fireproof boarding.
2. The location of all buildings on the front, rear and side lines of the tract and the streets and alleys are subject to the approval of the Architectural Committee.
3. The Association shall designate the direction in which such improvements shall face.
4. No fence or wall shall be permitted or constructed except those designated and shown in the original plans, such as screening fences for patios, and courtyards, and fences or walls for the boundaries of the over-all townhouse project. Should a hedge, shrub, tree, flower or other plantings be so placed, or afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of the Association and such encroachment is wholly at the risk of the Owner.
5. No out building shall exceed in height the building of which it is appurtenant. Every out building shall correspond in style and architecture to the building to which it is appurtenant.
6. No building of frame construction on the exterior of any kind or character, for temporary use or otherwise shall be erected on any of the land herein unless that at the same time of construction shall receive at least two (2) coats of paint.
7. No building temporary or otherwise, shall be moved onto any tract of land affected hereby without the consent of the Architectural Committee referred to herein.
8. Downspouts and other disposal of rain and surface waters shall never be connected into sanitary sewer lines.
9. No building material or temporary buildings of any kind or character shall be

placed or stored upon the property until the Owner is ready to commence improvements, and then such material or temporary building shall be placed within the property lines of the Lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line; and any such temporary building or structure of any kind shall not be used for other than construction purposes, and expressly, but not by way of limitation, shall not be used for residential or sales office purposes, except during construction and during the original sales program of new units, but not thereafter, and shall be removed immediately upon completion of construction or upon the original sale of all new units.

10. The word "house" or "residence" or "building" as used herein with reference to building lines shall include galleries, porches, porte cocheres, projections and every other permanent part of the improvements, except roofs; however, steps, terraces, planters, screening walls, fences, gates, etc., that are part of the original design concepts of the over-all project outside of building lines will be permitted, providing that steps, terraces, and planters may not extend higher than two (2) feet above finished grade line at the house.

ARTICLE VI

SAVINGS CLAUSE

- A. If any one or more of these restrictions is held invalid by judgment, court order or otherwise, all the rest of these restrictions shall continue and remain in effect.

SIGNED this 16 day of December, 2004.

QUEEN'S COURT TOWNHOUSE ASSOCIATION, INC.

BY: 
GEORGE HARE, President

EXHIBIT "A"

Lots Thirteen (13) through Twenty-Two (22) of QUEEN'S COURT, SECTION III, according to the map of said subdivision of record in Volume 238, Page 66, Map Records of Harris County, Texas.

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this _____ day of December, 2004 by **GEORGE HARE, President of QUEEN'S COURT TOWNHOUSE ASSOCIATION, INC.**

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS